### UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

INTERNATIONAL UNION, UNITED AUTOMOBILE AEROSPACE AND AGRICULTURAL WORKERS OF AMERICA, UAW, and its LOCAL 1402,

Case No.: 1:11-cv-28

and

Hon. Robert J. Jonker United States District Judge

RONALD CLAPP, ROBERT RIETVELD, ANN SKILES, and JOHN CHESTER, as individuals, on behalf of themselves and all persons similarly situated,

Plaintiffs,

٧.

HYDRO AUTOMOTIVE STRUCTURES, INC., HYDRO AUTOMOTIVE STRUCTURES NORTH AMERICA, INC., and HYDRO ALUMINUM ADRIAN, INC.

Defendants.

# **EXHIBIT 18**

TO PLAINTIFFS' BRIEF IN OPPOSITION TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT

## AGREEMENT

BY AND BETWEEN



## HYDRO AUTOMOTIVE STRUCTURES

Holland, Michigan

**AND** 



The International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of
America, UAW
and Local Number 1402

Effective January 24, 2009

#### **ARTICLE XIV - PENSION PLAN**

SECTION 1. GENERAL. Although reflected in a separate document, the pension plan which was in effect during the life of the contract that expired on September 2, 1986, will continue as part of this labor agreement and will continue in effect during the new contract's life at Company expense. In addition, the improvements described in subsequent sections of this Article will be placed into effect on the dates indicated, at Company expense, and will be reflected in the pension plan's text.

SECTION 2. FUTURE RETIREES. The basic benefit level per month per year of credited service for otherwise eligible employees who retire under the pension plan's normal, early, disability, or vested deferred provisions will be \$12.25 per month per year of credited service on and after October 1, 1988, \$15.25 on and after December 3, 1996, \$16.25 on and after December 4, 1999, \$17.25 on and after December 4, 2000 and \$18.25 on and after December 4, 2001 and \$19.50 on and after January 24, 2005. Applicable actuarial reduction formulas specified within the pension plan will continue in effect. The benefit level per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

Future employees, those hired after January 24, 2006 shall not be eligible for pension contributions from the Company.

SECTION 3. PAST RETIREES AND SURVIVING SPOUSES. On and after October 1, 1978, the pension benefit of former employees, and surviving spouses of former employees, who retired under the normal, early, vested deferred, or disability features of the pension plan prior to October 1, 1978, will be increased fifty cents (\$.50) per month per year of credited service.

On and after October 1, 1978, the pension benefit of former employees, and surviving spouses of former employees, who retired under the normal, early, vested, deferred, or disability features of the pension plan prior to October 1, 1978, will be increased by fifty cents (\$.50) per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

#### SECTION 4. OTHER PENSION PLAN CHANGES.

A. MILITARY CREDITED SERVICE. Pursuant to the Selective Service Act, an employee who left or leaves the Company's employ and who returned or returns to the Company's employ will be credited with pension plan credited service lost while serving in the military of the United states government; however, in no case will the reinstatement of such credits serve to afford more pension plan credited service than such employee would have earned as a full-time employee of the Company during the time he served in the military.

#### ARTICLE XV - INSURANCE

SECTION 1. GENERAL. Except as otherwise provided by and changed in this Agreement, life, accidental death and dismemberment, transition and bridge, weekly indemnity, and medical insurance coverage's (i.e., hospitalization and surgical) for inactive payroll employees which were in effect during the life of the contract that expired on September 2, 1986, will continue in effect during the new agreement's life. Policies regarding eligibility for coverage and coverage effective dates, which prevailed during the life of the contract that expired September 2, 1986, and which are unchanged by this Article, will continue in effect during this labor agreement's life.

Worker's Compensation Statute. Said benefit shall be provided for no more than 26 weeks in any rolling 12 month period.

B. WEEKLY SICK AND ACCIDENT BENEFITS AND DISPUTED WORKMEN'S COMPENSATION CLAIMS. Weekly sickness and accident benefits will be payable to a Workmen's Compensation claimant whose disabling circumstances commence on and after October 1, 1978, as hereafter provided. Subject to the completion of a reimbursement agreement form provided by the Company, disability advances shall be paid to a claimant for weekly sickness and accident benefits who has alleged that the disabling circumstance is work-related when the Company does not voluntarily accept liability under existing Workmen's compensation laws, providing medical evidence of total and continuous disability satisfactory to the insurance carrier is submitted. Such payments will cease should the Company's insurance carrier subsequently determine that a claimant is not eligible for weekly sickness and accident benefits.

In the event it is subsequently determined that weekly sickness and accident benefits remitted in this circumstance should not have been paid and/or should have been paid in a lesser amount, written notice shall be given to the claimant, and he shall repay the entire amount or the amount of overpayment to the insurance carrier. If the claimant fails to repay promptly, the insurance carrier shall recover the amount due and owing by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance program, or may cause the Company to make the appropriate deductions from future compensation payable by the Company to the claimant.

#### SECTION 6. MEDICAL INSURANCE.

A. PPO 250/500, 80-20 PLAN. During the term of this Agreement, eligible employees and their dependents will be covered by the Michigan Blue Cross/Blue Shield PPO 250/500, 80-20 plan (or equivalent alternate carrier coverage), with a \$1000 stop loss (after deductibles are met).

**HSA Option.** The employer may submit a request to the Union to review an HSA or other plan that may be offered as an alternative option for employees interested in such plan. The Union is under no obligation to agree to any changed health care policy, however the Union agrees to consider the alternative plan option.

New hires, those hired after 1/24/09 may be enrolled into an HSA plan. Otherwise, they will be offered the benefit plan available to current employees.

**COST SHARING.** Effective January, 24, 2006 employees will co-pay 15% of the company's monthly medical insurance premiums.

#### B. PRE - 11/08/90 RETIREE MEDICAL INSURANCE COVERAGE

Those employees who retire prior to November 8, 1990, will for the term of this Agreement be covered pursuant to the medical coverage reflected by this Agreement. This includes:

- 1. **B-77 Program.** Effective November 9, 1993, eligible past retirees (and their dependents) who have retired from active service under the Pension Plan will be covered by the Michigan Blue Cross/Blue Shield B-77 Program (or equivalent alternate carrier coverage), including the FAE-VST-Reciprocity Rider. The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
- 2. Master Medical Program. Effective November 9, 1993, eligible past retirees (and their dependents) who have retired from active service under the Pension Plan will be covered by the Michigan Blue Cross/Blue Shield 80/20 copay master medical program (or equivalent alternate carrier coverage). Deductibles under this plan shall be one hundred dollars (\$100.00) individuals and two hundred dollars (\$200.00) family. The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
- 3. **Drug Coverage**. Effective November 9, 1993, coverage for past retirees only under the previous contract's medical insurance program's two dollar (\$2.00) copay drug rider under the pension plan, will continue in force and to be fully paid by the Company.
- 4. Medicare Co-Payment. During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible past retirees and surviving spouses.
- 5. **Premium Co-Payment**. Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.
- C. POST NOVEMBER 8, 1990, RETIREE MEDICAL INSURANCE COVERAGE
  Those employees who retire subsequent to November 8, 1990, will for the term of this
  Agreement be covered pursuant to the medical coverage reflected by this Agreement.

#### This includes:

- 1. CMM 80-20 Plan with \$100/\$200 Deductible.
  - Effective November 9, 1993, employees retiring from active service (and their dependents) will be covered by the Michigan Blue Cross/Blue Shield CMM 80/20 \$100/\$200 Deductible Plan (or equivalent alternate carrier coverage), with a \$1,000 stop loss (after deductibles are met).
  - Blue Cross/Blue Shield (or alternate carrier) to reimburse eligible covered retirees for reasonable and customary charges (R & C) pursuant to Blue Cross/Blue Shield's (or alternate's) schedule of reimbursable payments.
  - The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
- 2. **Medicare Co-Payment**. During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and surviving spouses.
- 3. **Premium Co-Payment.** Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.

D. POST DECEMBER 3, 1997, RETIREE MEDICAL INSURANCE COVERAGE
Those employees who retire subsequent to December 3, 1997, will for the term of this
Agreement be covered pursuant to the medical coverage reflected by this Agreement.
Employees hired after January 24, 2006, will not be eligible for retiree medical
insurance coverage. Effective April 1, 2009, current employees will no longer be
eligible to receive retiree medical insurance coverage upon retirement.

#### This includes:

- 1. **CMM 80-20 Plan with \$100/\$200 Deductible.** 
  - Effective December 3, 1997, employees retiring from active service (and their dependents) will be covered by the Michigan Blue Cross/Blue Shield CMM 80/20 \$100/\$200 Deductible Plan (or equivalent alternate carrier coverage), with a \$1,000 stop loss (after deductibles are met).
  - The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
- 2. **Medicare Co-Payment**. During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and surviving spouses.
- 3. **Premium Co-Payment.** Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.

**SECTION 7. DENTAL INSURANCE COVERAGE.** Effective on and after September 3, 1978, eligible employees and their covered dependents will continue to be provided dental program insurance coverage at Company expense. Coverage effective dates will be as per this Article's Section 8.

#### SECTION 8. INSURANCE COVERAGE EFFECTIVE DATES.

- A. Group insurance coverage (i.e., life, AD&D, dependent life, transition and bridge, weekly sickness and accident) and medical insurance coverage's for a new hire or a rehired employee will become effective on the thirty first (31st) day of employment, providing such employee is on the active payroll on such day.
- B. For an employee reinstated from the inactive to the active payroll, group and medical insurance coverage's provided by this agreement will become effective on the effective date of placement onto the active payroll.
- C. Except for Company-paid group and medical insurance coverage's hereinbefore specified for employees who retire under this agreement's pension plan, all Company-paid group and medical insurance coverage's will cease on the first day immediately following termination of seniority.
- D. Company-paid group and medical insurance coverage's for inactive payroll employees will be continued in accordance with the following:

- 1. Life, dependent life, AD&D, transition and bridge, and medical insurance coverage's will be afforded to employees who become inactive by reason of layoff, vacation leave, personal leave, or any other approved leave for four (4) calendar months following the month in which such leaves commence.
- 2. Life, dependent life, AD&D, transition and bridge, and medical insurance coverage's will be afforded to employees who become inactive by reason of an approved non-industrial injury and/or sickness, or maternity leave for six (6) calendar months immediately following the month in which such approved leaves commence.
- E. An employee who becomes inactive by reason of layoff and/or an approved leave may purchase medical insurance coverage for eighteen (18) months immediately following the last month for which the Company remits insurance premiums in behalf of the inactive employee by making advance payments to the Company's personnel office.
- F. An employee who becomes inactive by reason of an industrial injury and/or illness shall continue to be provided with coverage's for life, dependent life, AD&D, transition and bridge, and medical insurance for a period not to exceed one (1) year. Cost of such coverage's will be fully paid by the Company.
- **SECTION 9. INSURANCE HIGHLIGHT BOOKLETS.** Descriptions of benefits and eligibility requirements which prevailed during the immediately preceding labor agreement's term and improvements to which reference is herein made will be reflected in insurance highlight booklets which the Company will require the respective carriers to provide covered employees.
- **SECTION 10. EYEGLASS PURCHASE.** Effective September 3, 1983, the Company will make available to dependents of employees (those eligible for hospital/medical insurance coverage) the option to purchase eyeglasses through the Company on the same basis as such program has previously been available to employees.
- **SECTION 11. CASH-IN-LIEU OF INSURANCE.** Effective January 1, 2000 the Company will pay employees who do not elect coverage under the group medical plan \$150.00 per month (subject to legally required deductions) provided that they submit proof of other coverage for themselves and their dependents. If/when employees lose their other coverage they shall be eligible to rejoin the Company's group plan effective the date their loss began. Employees who simply change their mind will have to wait until the open enrollment period.

#### ARTICLE XVI - GENERAL

**SECTION 1. BULLETIN BOARDS.** The Company shall permit the use by the Union a sufficient space on the Company's bulletin board for the posting of notices restricted as follows:

- A. Notice of Union recreational and social affairs.
- B. Notice of Union elections, appointments, and results of Union elections pertaining to the plant or department involved.
- C. Notice of Union meetings.

#### ARTICLE XIX - TERMINATION AND MODIFICATION

This Agreement will become effective on January 24, 2009, as ratified on January 31, 2009 and shall continue in full force and effect without change until 11:59 January 24, 2011, and thereafter for a successive period of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate, unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing the amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals, in which case this Agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail, addressed, if to the Union, to Local Number 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Holland Michigan, or to such address as the Union shall furnish to the Company in writing; and, if to the Company, to Hydro Automotive Structures, 533 Ottawa Avenue, Holland, Michigan, or to such other address as the Company may furnish to the Union in writing.

IN WITNESS WHEREOF, the Company has caused these presents to be signed in its behalf by its duly authorized and accredited representatives; and the Union has caused the same to be signed in its name by its duly authorized and accredited representatives, officers and committeepersons this 31st day of January, 2009.

Hydro Automotive Structures

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and Local Number 1402, UAW

Brian Ehler President

Allison Solis

Human Resources Manager

Dwayne Gorden

**Operations Manager** 

Elena Sgroia VP Finance Mark Overkamp President, Local 1402

Victor Vigil

Chairman, Bargaining Committee

Chris Clark

Committee Person

Don VanBragt

Committee Person

International Representative

Don Oetman

Regional Director, Region 1D



# Summary of Hydro Automotive Structures, Inc. Retiree Health Meetings Post-November 1990 Union Retirees and All Non-Union Retirees

## Retiree Health Plan - Important Changes

Hourly represented retirees and their eligible surviving spouses who retired from Hydro Aluminum Automotive Structures or its predecessor company on or after November 8, 1990 will receive medical/prescription benefits through January 31, 2011. After January 31, 2011 (or August 31, 2011 upon signing a Waiver & General Release Form), Hydro will discontinue offering and administering medical benefits for certain retirees of Hydro Aluminum Automotive Structures (Holland). This impacts Hourly represented retirees who retired from Hydro Holland (or its predecessor company) on or after November 8, 1990, and their eligible spouses, as well as Salaried retirees from Hydro Holland and their eligible spouses.

Hydro will continue offering and administering medical benefits for hourly represented retirees who retired from Hydro Holland (or its predecessor company) prior to November 8, 1990 and their eligible spouses.

Hydro Aluminum Adrian, Inc. is the legal entity that is administering the benefits. The Adrian legal entity is offering the abovementioned retirees and their surviving spouses a one-time opportunity to extend their medical/prescription benefits through August 31, 2011. In order to extend these benefits to August 31, 2011, it will be necessary for you and your surviving spouse, if applicable, to execute a release.

The Waiver & General Release applies to retirees and surviving spouses. Both must sign the release. Please mail your signed Waiver & General Release in the enclosed self-addressed envelope to: Caroline Henrich, Norsk Hydro, 999 Corporate Blvd., Ste. 100, Linthicum, MD 21090. You are encouraged to take this to an attorney for review. Hydro will not extend your benefits to the August 31, 2011 date unless it is signed in the below time frame and not rescinded. You will have 45 days from the date of the mailing to sign the document. If you sign it, you will have 7 days after signature to revoke it. We will be mailing waivers and releases to all retirees via certified mail.

## Other Retiree Health Insurance Options - Medicare Insurance

This is a brief non-policy specific overview of some of the options available to you as Medicare eligible beneficiaries. Generally, you should have enrolled in both Medicare Part A & B.



Medicare Supplement (Medigap) - Medicare pays their portion of the claim first. The Medicare Supplement insurer then pays their portion of the claim based on the policy coverage that you purchased. Different plans are available in the marketplace. Plans are identified with a letter, A thru N, with H, I, and J no longer being available to new subscribers. A specific plan, Plan F for example, from different insurers must provide the same coverage benefits as each other, so you are only shopping the premium and quality of the service provided by the specific insurer. These plans do not include prescription drug coverage. You can purchase a separate prescription drug plan to cover your prescriptions (a PDP). There is a premium penalty assessed by CMS of 1% per month for every month you do not have a Medicare Advantage PDP once you become eligible to purchase a MAPD Plan. Any services not covered by Medicare will not be covered by the Medigap policy. Any charges not covered will be the responsibility of the insured. Make certain that you purchase a Medicare Supplement Plan that will provide the coverage, and level of coverage that makes sense for your specific situation. In some cases it may make sense for a spouse to have different coverage.

Medicare Advantage (MA/MAPD) - Medicare Advantage plans combine Medicare Parts A (hospital), B (medical) and/or Part D (prescription drugs, optional), and may offer additional benefits not covered under Original Medicare. Medicare Advantage plans are offered by private insurance companies that contract with the federal government (the insurer's contract with the federal government is renewed annually, and the availability of coverage beyond the end of the current contract year is not guaranteed). Medicare Advantage plans are not Medicare supplemental, Medigap or Medicare select plans. Medicare Advantage plans pay instead of Medicare.

Medicare Advantage Preferred Provider Organization - PPO has in-network and out-of-network copayments for services. It may also have an annual deductible prior to the copayments begin. Out-of-network copayments are higher than in-network, and some services may not be covered at all. Some plans may cover items not covered by Medicare, such as dental, vision and/or hearing aids. Some testing is covered in full by the plan – mammograms, pelvic exams, bone density scan, prostrate exam, immunizations, and colonoscopies. You must check to make certain that the physicians and facilities that you utilize are in-network or you will pay the higher out-of-network copayment for those services. If you have an emergency and must utilize an out-of-network provider, you will be charged the in-network copayment.

Medicare Advantage Health Maintenance Organization - -HMO Has in-network copayments for services. Out-of-network services are not covered. Some plans have a POS component for out-of-network coverage out of the specific service area of the plan. You must have a specific primary caregiver who is your gatekeeper for referrals to other providers in the HMO. The policy may cover items not covered by Medicare, such as dental, vision and/or hearing aids. Some testing is covered in full by the plan – mammograms, pelvic exams, bone density scan, prostrate exam,



immunizations, and colonoscopies. You must check to make certain that your primary physician, other doctors and facilities that you utilize are in-network or the plan will not cover the services and you will pay entire bill for those services. Some plans have a POS function so that if you utilize medical services out of the specific service area, then you will be charged the in-network copayment. Emergencies are treated as in-network.

Medicare Part D Prescription Drug Plans - PDP provides Initial level coverage after deductible (if plan has one) based on flat dollar or percentage copayments for Preferred Generic, Generic, Preferred Brand-name, Non-Preferred Brand-name, Specialty and Self-Administered Injectable Drugs until total cost is \$2,840.00. Between total cost of \$2,840.00 and \$4,550.00, there is the Coverage Gap or Donut Hole. Some plans cover generic drugs through the donut hole and some do not. There is no coverage for Preferred Brand-name, Non-Preferred Brand-name, Specialty and Self-Administered Injectable Drugs in the Coverage Gap in any Medicare Advantage Prescription Drug Plan currently offered. There is a 50% discount on brand-name drugs and a 7% discount on generic drugs when you are in the Coverage Gap, beginning in 2011. Provides for Catastrophic Coverage when total prescription drug costs go above \$4,550.00. Generic drugs are covered at \$2.50, brand-name drugs, specialty drugs and self-administered injectable drugs at \$6.30; or 5%, whichever is greater. You must check the formulary of each plan you are considering to make certain that you know how, or if, your prescription drugs will be covered under the plan. Formularies can be different in different plans offered by the same insurer.

## Other Retiree Health Insurance Options - Non-Medicare Insurance

For those retirees or their spouses who are not yet age 65. Offered through a variety of health insurance companies including, but not limited to, Blue Cross Blue Shield of Michigan, Priority Health, Golden Rule — United Healthcare, Assurant Health, etc. Compare plan coverage's carefully, plans and policies by different insurers have very different coverage provisions. If the policy is a PPO or HMO, remember to check to make certain your providers and facilities are innetwork to avoid paying more for services. Prescription drug coverage on these plans vary greatly, so make certain to carefully select a plan that best suits your needs. Contact an insurance agent to assist you in selecting the coverage that is best for you. Hydro does not support or advocate any individual insurance company.

## Where can you go for help

Contact an insurance agent who specializes in Medicare Health and Prescription Drug Insurance or Individual Health Insurance for those who are yet eligible for Medicare. Contact your local Department of Aging. Go to the website, <a href="www.medicare.gov">www.medicare.gov</a>. You may also contact B. R. Bowers & Company at 800.392.6230 for assistance.



# B. R. BOWERS & COMPANY

INVESTMENTS • INSURANCE • GROUP BENEFITS • RETIREMENT PLANS BUSINESS CONSULTING • HUMAN RESOURCE SERVICES • FLEET MANAGEMENT

TO:

Post-November 1990 Union Retirees - 903

FROM:

Bryan R. Bowers

SUBJECT:

Monthly Premium Cost Sharing Amounts for 2011

DATE:

November 19, 2010

Effective January 01, 2011, the new monthly cost sharing for the premiums for your retiree health insurance can be found in the table below depending on your coverage (one person complimentary – Medicare; Two person; etc.). These rates will be in effect until your coverage under the Hydro Automotive Structures, Inc. Union Retiree Health Plan terminates in 2011. The check you mail for your premium for January 2011 should reflect the new amount below. For those of you on automatic payment plans through your checking or savings account, the amount will be automatically increased as of January 01, 2011 unless we hear from you before that time.

Classification	Monthly Premium Cost Share
One Person Regular	\$ 241,36
Two Person Regular	\$ 579.25
Family Regular	\$ 724.08
One Person Medicare	\$ 240.74
One Person Medicare, One Person Regular	\$ 482.09
One Person Medicare, Two Person Regular	\$ 733.00
One Person Medicare, Family Regular	\$ 762.30
Two Person Medicare	\$ 481.46
Two Person Medicare, One Regular	\$ 722.83
Two Person Medicare, Family Regular	\$ 909.75
Three Person Medicare	\$ 722.20
Three Person Medicare, One Person Regular	\$ 869.71
Three Person Medicare, Two Person Regular	\$ 1002.37
Three Person Medicare, Family Regular	\$ 1002.57
Regular is non-Medicare coverage.	Ψ 1002.01

If you have any questions regarding the new premiums or about your health insurance in general, please feel free to contact us at 800.392.6230. Thank you in advance for your consideration.

122 East Maumee Street Adrian Michigan 49221 Telephone: 517.265.7683 Facsimile: 517.264.5095